

HARDIN COUNTY FISCAL COURT

RESOLUTION NO. 2023-225

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul, to accept the attached amended interlocal agreement with Meade County Fiscal Court related to recycling, and to authorize Judge/Executive Keith L. Taul, to enter into said agreement on behalf of Hardin County.

APPROVED, by the Hardin County Fiscal Court in its regular meeting of 14 November 2023.



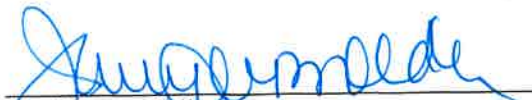
Keith L. Taul
Hardin County Judge/Executive

ATTEST:



Brian D. Smith
Hardin County Clerk

REVIEWED:



Jennifer B. Oldham
Hardin County Attorney

AMENDED INTERLOCAL AGREEMENT REGARDING RECYCLE CENTER

THIS Agreement, made and entered into on the dates indicated hereinbelow, by and between Hardin County, a political subdivision valid by existing under the Constitution, statutes and laws of the Commonwealth of Kentucky and Meade County a political subdivision valid by existing under the Constitution, statutes and laws of the Commonwealth of Kentucky, acting by and through their respective duly elected and authorized Judge Executives, hereinafter called "Hardin County"; and hereinafter called "Meade County".

WITNESSETH:

WHEREAS, the governing bodies of Hardin County and Meade County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq. have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, Hardin County and Meade County have previously determined, and hereby further determine, that all parties are in need of the Project, as defined herein; and,

WHEREAS, the governing bodies of Hardin County and Meade County have determined and hereby determine that it is in the best interests of the citizens and residents of Hardin County and Meade County that these entities enter into this Agreement under the terms and conditions set forth in this Agreement; and,

WHEREAS, the execution, delivery, and performance of this Amended Interlocal Agreement have been authorized, approved, and directed by the governing bodies of Hardin County and Meade County by Resolution formally passed and adopted by the governing bodies of Hardin County and Meade County. (Hardin County Resolution No. 2011-053 and Resolution 2023-225) (Meade County Resolution No. 05-10-11-01 and Resolution 2023-225).

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent operation of a recycling center that the individual, specific, and special needs of each of the parties hereto be considered and that their unique and specialized services be used in a manner that best responds to the needs of the general public.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means the Interlocal Agreement Regarding Recycling Center and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"Hardin County" means the County of Hardin, Kentucky and any other successor thereto, or any successor thereto acting by and through this Agreement.

"Meade County" means the County of Meade, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through and including the next June 30.

"Personal property" means any item or items of tangible or intangible property used, held or managed for the benefit of and/or in the recycling center and includes, but is not limited to monetary or other funds, supplies, inventory and equipment.

"Processing Costs" means any supplies used by Meade County Solid Waste & Recycle but does not include any cost of labor, fuel, utilities, equipment, or personnel in the preparation of recyclables for re-sale.

"Project" means the operation of the recycling centers pursuant to the terms and conditions of this Agreement.

"Term" means the term of this Agreement as determined pursuant to Article IV hereof.

ARTICLE III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1 Representations, Covenants and Warranties of the County.

Meade County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) Meade County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. Meade County warrants this Agreement to be a valid, legal and binding obligation of Meade County, enforceable against it in accordance with its terms.

- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which Meade County is now a party or by which Meade County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to Meade County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of Meade County or Hardin County (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.
- (c) To the best Meade County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting Meade County nor to the best of the knowledge of Meade County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which Meade County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of Meade County to perform its obligations hereunder or thereunder.
- (d) The Project is in furtherance of Meade County's governmental purposes, serves a public purpose and is in the best interests of the residents of Meade County and at the time of the execution and delivery of the Agreement, Meade County intends to annually appropriate its share of funding for the project as set forth in Articles V an VI.

Section 3.2. Representations, Covenants and Warranties of Hardin County.

Hardin County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) Hardin County is a political subdivision, validity organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. Hardin County warrants this Agreement to be a valid, legal and binding obligation of Hardin County, enforceable against Hardin County in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which Hardin County is now a party or by which Hardin County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to Hardin County or results in the creation or imposition of any lien or encumbrance

whatsoever upon the property or assets of Meade County or Hardin County (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of Hardin County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting Hardin County nor to the best of the knowledge of Hardin County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which Hardin County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of Hardin County to perform its obligations hereunder or thereunder.

ARTICLE IV: TERM

Duration of Agreement Term: Right to Terminate.

The initial term of this Amended Agreement shall be one (1) year beginning January 1, 2024, and shall be automatically renewable on an annual basis unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties, no less than sixty (60) days prior to the close of the initial term of this Agreement or any renewal hereof. Termination of this Agreement will terminate all obligations of the party seeking to terminate this Agreement to pay any obligation under this Agreement, except the payment of any and all monies owed under this Agreement accrued to the date of termination of this Agreement.

ARTICLE V: RESPONSIBILITY OF MEADE COUNTY

- a) Meade County shall pay to Hardin County 10% of the proceeds from the actual sale of loose recyclables brought to Meade County Solid Waste and Recycling, after deducting the actual processing costs incurred to Meade County Solid Waste and Recycling.
- b) Meade County shall provide Hardin County with monthly documentation of: (i) recyclables received and processed; (ii) sale price; and (iii) itemization of Meade County's processing costs.
- c) Meade County shall, on an annual basis, submit a joint grant proposal to the Environmental & Public Protection Cabinet's Division of Waste Management which includes a request for funding for Hardin County for equipment, supplies, and fuel costs associated with the collection and transport of recyclables.

ARTICLE VI: RESPONSIBILITY OF HARDIN COUNTY

- a) Hardin County shall provide collection sites for the accumulation of recyclable items.
- b) Hardin County shall transport loose recyclables from Hardin to Meade County Solid Waste and Recycling for processing and resale.
- c) Hardin County shall cooperate with the interlocal grant application to the Environmental and Public Protection Cabinet's Division of Waste Management on an annual basis.

ARTICLE VII: DISBURSEMENT OF REAL AND PERSONAL PROPERTY IN THE EVENT OF TERMINATION OF AGREEMENT

In the event of termination of this Agreement pursuant to the applicable provisions herein, any personal property purchased solely by one party shall become the property of the entity that purchased said personal property. The real property that was purchased by Meade County and prior to entering into this Agreement shall always remain the property of Meade County and the real property purchased by Hardin County prior to entering into this agreement shall always remain the property of Hardin County.

ARTICLE VIII: ASSIGNMENT

This Agreement may not be assigned by any party without the prior written consent of the other party.

ARTICLE IX. EVENTS OF DEFAULT AND REMEDIES

Meade County and Hardin County hereby agree that costs, expenses and responsibilities shall be divided as set forth in Sections V and Section VI above. The parties further agree that the payments as set forth herein shall be paid within thirty (30) days after sale of the product during the term of this Agreement and any and all extensions or renewals hereto. Any parties failing to make payment as required by this Agreement shall be deemed to be in default and the remaining parties may seek any and all recourses available to them at law or in equity.

ARTICLE X: MISCELLANEOUS

Notices: All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows:

Hardin County: County of Hardin
Attn: Keith Taul, County Judge Executive
150 N Provident Way
Suite 314
Elizabethtown, Kentucky 42701

Meade County: County of Meade
Attn: Troy Kok, County Judge Executive
Meade County Courthouse
516 Hillcrest Drive
Brandenburg, KY 40108

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

ARTICLE XI: AMENDMENTS, CHANGES OR MODIFICATIONS

Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of the other party.

ARTICLE XII: SEVERABILITY

In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

ARTICLE XIII: OTHER COUNTIES

This Agreement between Meade County and Hardin County shall not be affected by or dependent upon prior or subsequent agreements with other political subdivision.

ARTICLE XIV: APPLICABLE LAWS

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

ARTICLE XV. CAPTIONS

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

ARTICLE XVI: BINDING EFFECT

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

ARTICLE XVII:

This Agreement with signatures includes eight (8) pages and shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is hereby amended and shall be of no separate force and effect.

ARTICLE XVIII:

This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

ARTICLE XIX: WAIVER

No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the day and year first above written.

COUNTY OF HARDIN

By: 
HARDIN COUNTY JUDGE EXECUTIVE

Date: 11/14/23

By: 
HARDIN COURT CLERK

Date: 11/15/2023

COUNTY OF MEADE

By: _____
MEADE COUNTY JUDGE EXECUTIVE

Date: _____

By: _____
MEADE COURT CLERK

Date: _____